



**Northwest Museum
of Arts & Culture**

Board of Trustees Meeting

DATE August 29, 2024

TIME 4:30-5:00 pm

PLACE Large Conference Room or Microsoft Teams

CALL-IN 509-703-3314 Conference ID: 184 050 127 #

The Northwest Museum of Arts and Culture honors the indigenous people on whose ancestral lands the museum now stands.

We recognize this as the traditional homeland territory of the Spokane Tribe. Their presence here, since time immemorial, can be seen and felt within these museum walls and in the surrounding landscapes. We thank the Spokanes, past, present and future, for sharing this space as a place for artistic and cultural expressions to be enjoyed by all.

Agenda

Northwest Museum of Arts & Culture
Board of Trustees Meeting
August 29, 2024
Large Conference Room + Microsoft Teams

Time	Agenda Item	Responsible	Page
4:30 pm	Call to Order, Establish Quorum • ACTION: Vote to approve 7/10/24 Minutes	Frank Velázquez, President	
4:32 pm	President's Report	Frank Velázquez, President	
4:35 pm	Director's Report • ACTION: Vote to approve Creative Fundraising Advisors contract for Fundraising Feasibility Study.	Wesley Jessup, Director	6-23
4:40 pm	Finance • ACTION: Vote to approve resolution for check signers for Banner Bank Account	Francis Langston, CFO	24
4:42 pm	Governance Committee Report • ACTION: Vote to approve Trustee Candidates: 1. Shari McMahan: https://www.ewu.edu/stories/about-shari-mcmahan-phd/ 2. Sharon Cathcart 3. Pati Dahmen	Greg Hesler, Chair	
4:45 pm	Exhibitions and Collections • ACTION: Vote to approve exhibition contract for The Evolution of the Japanese Sword, a companion exhibition to Samurai exhibition	Kayla Tackett, Director of Exhibitions and Collections	28-35
4:50 pm	Adjourn	Frank Velázquez, President	

Northwest Museum of Arts and Culture

July 10, 2024 Board of Trustees Meeting Minutes

Trustees Present: Laurie Arnold, Jason Brown, Michael Dunn, Steve Duvoisin, Brooke Hawley, Greg Hesler, Rose Noble, Gale Terry, James Vanderholm, Dr. Frank Velázquez

Staff Present: Melissa Allard, Marit Fischer, Kristin Howard, Wes Jessup, Francis Langston, Amanda Souza, Kayla Tackett, Renee Webber, Rob Worstell

Others Present: Michael Flannery (Foundation Board)

Call to order: With a quorum present, Mr. Velázquez called the meeting to order at 3:05pm

Action: Approve minutes from May 1, 2024 and June 24, 2024 meetings. Mr. Duvoisin moved to approve the minutes, Mr. Brown seconded, the motion carried unanimously.

President's Report: Mr. Velázquez acknowledged departing board members (Janet Durnford, Matthew Henshaw, Peter Sanburn, Lukus Collins and Debra Schultz) and expressed gratitude for the time and commitment they gave to the MAC as board members. As this was his first meeting as board president, Mr. Velázquez welcomed the incoming board members and led a round of introductions to familiarize all present with each person's connection to the MAC and their top suggestion for how board members may support the MAC. Mr. Velázquez encouraged all board members to participate in committee meetings.

No public comments.

Director's Report: Mr. Jessup proposed a special August board meeting via Teams to vote in new trustees in preparation for their attendance at fall board meetings. Mr. Jessup encouraged all board members to attend the MAC Board Tour to help new members better understand the scope and current usage of the campus. Mr. Jessup outlined the upcoming landmark exhibition for Joe Feddersen in the fall of 2024, recognizing that it is of great importance for regional and local indigenous tribes and invited the board to attend a panel discussion honoring Joe Feddersen on Sept 28, 2024. Mr. Jessup concluded his report by addressing possible museum expansion plans with a feasibility study planned for the coming year, as required by the state.

Finance Committee Report: Mr. Vanderholm reports on the end of FY24. There was a large variance in collections due to the unplanned purchase of Balazs work, which is now in the MAC permanent collection. He reported positive variances for admissions, the gift shop, membership, and fundraising events. Mr. Vanderholm credited much of the positive variance to the very successful Minecraft exhibit. Mr. Vanderholm reported a strong cash balance and that the museum is in a good position to go into FY25. The FY25 budget is the largest budget year ever partially due to added staff positions, including a new required Tribal Liaison position, other new positions are waiting on final approval from the state.

Action: Mr. Velázquez moves to approve the FY25 budget, Mr. Dunn seconded, the motion carried unanimously.

Action: Mr. Hesler moves to approve the Check Signers Resolutions, Mr. Vanderholm seconded, motion carried unanimously.

Strategic Plan Update: Gena Peone (AICC) presented the strategic plan Goal 3, touching on the relationship between the MAC and the AICC and the importance of access to the AI collections for regional tribal members and communications between the MAC and tribal members. Mr. Velázquez thanked Ms. Peone for her time, perspectives, and suggestions.

Board Required Training: Ms. Culver informed the board about required state training for Open Public Meetings and the Public Records Act and encouraged all members to complete trainings as soon as possible.

Policies Committee:

Action: Updated Affiliation agreement with the MAC Foundation. Mr. Duvoisin moved to approve, Mr. Hesler seconded, motion carried unanimously.

Action: Mr. Duvoisin moves to approve, Mr. Hesler seconded, motion carried unanimously to adopt 2nd read policies.

Exhibitions and Collections: Ms. Tackett reported that the new collections management software is live and the public web portal is expected to live in September. Staff participated in week-long onsite training with a representative from the software company. Ms. Tackett reported that the collections committee meeting was productive and will continue to meet.

Foundation Report: Mr. Flannery introduced and gave a brief history of the MAC Foundation board to the new board members and welcomed them as MAC supporters.

Mr. Duvoisin asked Mr. Velázquez what his goals for the MAC are, to which Mr. Velázquez stated that the MAC is at a pivotal point in history and should capitalize on current successes, address pressing issues such as space and staffing, and become a destination for the community to gather as the regional asset it is.

With no further business, Mr. Velázquez adjourned the meeting at 4:40pm.

LETTER OF ENGAGEMENT

August 23, 2024

Wesley Jessup
Executive Director
Northwest Museum of Arts and Culture
2316 West First Avenue
Spokane, WA 99201

via email: Wesley.Jessup@northwestmuseum.org

Dear Wesley:

This letter of engagement ("Agreement") is entered into by and between Northwest Museum of Arts and Culture ("MAC") and Creative Fundraising Advisors ("CFA") for the purpose of MAC contracting with CFA to conduct a Campaign Readiness and Feasibility Study, as described below.

1. Scope of Work

Under this Agreement, CFA will provide the following services (the "Services"):

- **Internal Campaign Readiness Assessment:** As a first step in the feasibility study process, and using the information and knowledge gained through CFA's 2023 CFA Development Assessment, CFA will conduct a brief reassessment of MAC's Development programs but this time through the lens of determining the organization's readiness for launching a campaign. As a central part of this assessment, CFA will conduct a campaign readiness questionnaire with relevant staff, board, leadership, and stakeholders, guiding participants through approximately 20 relevant questions designed to supplement findings from the development assessment. These processes will determine whether MAC is internally positioned to launch a major campaign and identify necessary preparations if it is determined the MAC is not yet ready.
- **Case Summary:** In concert with the readiness assessment, CFA will develop a Case Summary that articulates the vision, priorities, and goal of the campaign to stimulate discussion about plans for the proposed campaign as well as the impact this campaign will have on MAC and its communities.
- **Feasibility Study Interviews** with 45-50 campaign prospects with philanthropic history with MAC, including major donors, institutional partners, long-time annual giving donors, newly identified major gift prospects, planned giving prospects, and others as deemed necessary by MAC. Interviews are confidential and will assess donor affinity for the proposed campaign vision, priorities, and goals. Interviews are between 30-60 minutes and can take place at a location of the prospects' choosing, either in person or online.
- **Focus Groups** with various MAC constituencies which could include annual fund donors, members, gala table and ticket purchasers, institutional funders, and others to test the case for support and to understand how MAC is perceived by its philanthropic community.
- **Interim Report** when approximately half of the interviews are completed which will include a status update on interviews, emerging themes from conversations, and interim recommendations based on early analysis and interview results.
- **Final Report** including the following:



- A potential campaign yield analysis based on donor data analytics;
- An assessment of MAC's internal campaign readiness and recommendations for the internal capacity that will be needed (including staffing, systems, and volunteer support) that will be needed to support the campaign and to ensure MAC is "campaign ready":
- Topline impressions of MAC and the proposed campaign priorities held by the MAC's best prospects;
- Identification of the top 10 most likely and most significant financial gifts among those interviewed;
- A recommendation for the most effective way to position the Case for Support;
- A recommendation for a working campaign goal and an associated range-of-gifts table;
- A recommendation for how the campaign should be organized in terms of key volunteer leadership and steps for recruitment;
- An assessment of other major campaigns either being planned or conducted in the community that would impact MAC's constituency and how those campaigns might impact a potential campaign for the MAC;
- Should a campaign be recommended, identifying the next steps that MAC needs to take to ensure effective campaign planning prior to the launch of a "quiet phase";
- A timeline of key activities for a "quiet phase" and an overall timeline for the campaign (including potential campaign phasing);
- Recommendations for any other next steps based on study findings.

- **Final Deliverables** including:
 - Updated donor analysis report with campaign potential from individuals;
 - MAC donor data file with customized inclination scores;
 - Interim report with early findings and interim recommendations;
 - Recommendations for how to position the Case for Support;
 - Illustrative range-of-gifts table based on the tested campaign;
 - If applicable, list of identified campaign competition;
 - List of identified volunteer campaign leadership.
 - Final report that includes recommendations for campaign size, scope, and scale based on interviewee response, feedback from focus groups and surveys, and donor analysis.

2. **Timeline**

To execute the Services described in this Agreement, MAC will engage CFA from September 1, 2024, continuing through January 31, 2025.

The anticipated timeline is dependent on MAC's timely response to and delivery of data and information as requested by CFA. CFA and MAC will meet no later than one month prior to the end of the contract date stated above to determine whether the Services will be completed by the end of the contract. If either party believes any of the Services will not be completed by such date, then they must provide to both parties with a detailed description of any additional work required to complete the Services, and MAC and CFA each agree to meet in good faith to determine a plan and any resulting timeline or fee modifications required to complete the Services. Such timeline and fee modifications, if any, will be subject to the provisions of this Agreement.

3. Staffing

The performance of the Services will be led by President Paul Johnson. Working with Paul will be Senior Consultant Rob Ruchotzke. Supporting Paul and Rob will be Senior Manager of Data Solutions Dan Alberti and a member of CFA's Project Management team.

4. Fees and Expenses

The fee to provide the Services described in this Agreement is \$50,000. This fee is inclusive of third-party subscription licenses and fees for DonorSearch, LexisNexis, iWave, and other data/research and project-specific materials.

In addition, CFA will bill MAC for all reasonable and necessary travel expenses related to CFA's performance of the Services. These expenses may include incidentals such as airfare, hotel, rental car, parking, mileage, and related meals at the U.S. General Services Administration (GSA) specified rates.

5. Payment Terms

- Payment of project fees for the Services will be made in four (4) installments of \$12,500 each:
 - 25% of project fee invoiced on September 1, 2024. Payment by MAC is due within thirty (30) calendar days thereafter.
 - 25% of project fee invoiced on October 1, 2024. Payment by MAC is due within thirty (30) calendar days thereafter.
 - 25% of project fee invoiced on November 1, 2024. Payment by MAC is due within thirty (30) calendar days thereafter.
 - 25% of project fee invoiced on January 1, 2025. Payment by MAC is due within thirty (30) calendar days thereafter.
- CFA will invoice MAC for reasonable and necessary travel expenses within thirty (30) calendar days of expenses incurred. These invoices will be accompanied by a detailed summary of expenses and copies of receipts. Payment from MAC for any expense invoice is due within thirty (30) days of the date of invoice issuance.
- Any balance not paid within thirty (30) calendar days of the date of invoice issuance is subject to a late fee of 5% of the outstanding balance. An additional late fee of 5% will be charged for every subsequent thirty (30) calendar days overdue.
- CFA may suspend or terminate its performance of the Services if MAC fails to make the above-identified payments.
- If MAC believes any of the Services have not been completed by the invoice date for the final payment, then MAC must provide CFA with a detailed description of any additional work MAC believes CFA must perform to complete the Services (as described above), but also must pay the final invoice within thirty (30) calendar days after receipt of such invoice from CFA.
- CFA will deliver any invoices to accounting@northwestmuseum.org.
- MAC agrees to pay CFA electronically via ACH or the QuickBooks platform.

- For questions related to billing, please contact: accounting@creativefundraisingadvisors.com.

6. Terms and Acceptance

Under this Agreement, the parties hereto agree to the following terms:

- CFA will not, at any time, have control or custody of any of MAC contributed assets.
- Either party may terminate this Agreement at any time upon ten (10) calendar days written notice to the other party, with any written notice delivered to the respective party's representative as identified in the signature blocks below. In addition, the parties may terminate this Agreement in accordance with Section 8, and CFA may terminate this Agreement effective immediately upon breach of any other provisions in this Agreement by MAC, including without limitation any breach by MAC of its payment or confidentiality obligations under this Agreement. Upon termination of this Agreement by either party for any reason, MAC shall pay CFA for the Services completed through the date of termination, including a prorated payment for any partially completed Services as reasonably determined by CFA and payment for any outstanding expense invoices; provided, however, there will be no prorated reduction of any monthly fee already due or paid for the Services described.
- CFA agrees to keep confidential all non-public information relating directly or indirectly to MAC, the business or assets of MAC, including non-public information about current and former members, donors, costs, revenues, strategic plans for future development, and any other information not readily available to the public, unless disclosure of such non-public information is specifically authorized by MAC in writing or necessary to enforce CFA's legal rights under this Agreement.
- MAC agrees to keep confidential all non-public information relating directly or indirectly to CFA, the business of CFA, including but not limited to the terms of this Agreement and the Scope of Services, unless disclosure of such non-public information is specifically authorized by CFA in writing or necessary to enforce MAC's legal rights under this Agreement.

7. Property/Works for Hire

- CFA does hereby exclusively assign to MAC all of CFA's right, title, and interest in and to any Inventions, as hereinafter defined, conceived, formulated, authored, developed, made, patented, copyrighted, trademarked, or otherwise produced by CFA, directly or indirectly, in whole or in part, and either individually or jointly with others during the Term or otherwise in connection with the Services. CFA acknowledges that all such Inventions are works for hire and shall be the sole and exclusive property of MAC, and CFA agrees to execute and deliver to MAC such instruments and documents and to perform such other acts as MAC deems necessary to vest MAC with CFA's interest therein, and to protect the same against infringement by others.
- CFA agrees to provide MAC with accurate, complete, and timely records of all such Inventions and to promptly and fully disclose and describe such Inventions in writing to MAC. The term "Inventions" shall mean all writings, with the exception of notes or documentation from confidential interviews conducted in connection with the Services, forms, books, articles, reports, drawings, pictures, photographs, videotapes, discoveries, improvements, ideas, plans,

processes, tools, mechanisms, compounds, software, hardware, firmware, programs, applications, or portions thereof (regardless of their form), and all works of authorship, whether or not patentable or copyrightable: (i) which relate directly or indirectly to the actual or anticipated business of MAC; (ii) which directly or indirectly result from any of the Services; (iii) for which hardware, software, firmware, equipment, supplies, facilities, trade secrets or any confidential information of MAC is used in any manner to develop; or (iv) which is developed by CFA for MAC during the Term.

- Notwithstanding the foregoing, MAC specifically acknowledges and agrees that CFA may retain copies, in hard copy or electronic form, of any Inventions for purposes of retaining records of CFA's business activities in connection with the Services in accordance with CFA's ordinary course of business.

8. Equity Statement

CFA values collaboration, transparency, integrity, creativity, and change. These values guide our business decisions, company policies and expectations for our employees, business partners, and clients.

CFA believes that diversity and inclusion are critical to strong partnerships and better business results. Our culture is grounded in respect and appreciation for each person's unique perspective, strengths, abilities, and contributions. It is our expectation that CFA and its employees, business partners, and clients treat everyone with dignity and respect at all times.

CFA also is committed to a workplace environment that is free of discrimination, harassment, and inappropriate conduct. This expectation extends to any location in which employees are representing or performing work on behalf of CFA. Discrimination, harassment, or inappropriate conduct based on an individual's race, color, age, religion, creed, national origin, ancestry, citizenship status, physical or mental disability, marital status, gender identity or expression, pregnancy, sexual orientation, veteran status, or any other protected characteristic will not be tolerated. Some examples of harassing conduct include, but are not limited to: verbal harassment, physical harassment, and visual harassment, whether based on a person's sex (sexual harassment, including quid pro quo sexual harassment) or other protected characteristic. CFA also prohibits abusive conduct, bullying or other intimidating behavior.

Any observed or suspected violations of any of the above-identified expectations should be reported to CFA's President or Chief Operating Officer. Good faith concerns that are reported will be promptly investigated, maintaining confidentiality to the extent possible, and CFA will take what it determines to be appropriate action in response.

For avoidance of doubt, any non-compliance with the provisions of this Equity Statement, as reasonably determined to exist by CFA or MAC, and not remedied within ten (10) calendar days after receipt of written notice detailing the non-compliance, is a material breach of this Agreement and permits CFA or MAC to terminate this Agreement immediately after expiration of the 10-day cure period and for CFA to collect all outstanding fees due in accordance with Section 6 this Agreement.

9. Privacy and Cybersecurity

- CFA agrees to safeguard any non-public information it processes on MAC's behalf using commercially reasonable standards and in accordance with applicable privacy and cybersecurity laws.
- MAC is responsible for revoking CFA's access to MAC database(s) it provides and terminating access rights to any existing credentials upon termination of this Agreement. If the parties agree to pause the Services for an extended period of time, which shall be agreed upon by both parties, MAC is responsible for suspending CFA's access to any MAC databases and reactivating CFA's credentials if the Services resume.
- Within six (6) months of termination of this Agreement, CFA will destroy any non-public information MAC discloses to CFA.

10. Miscellaneous

- This Agreement is the complete agreement between CFA and MAC with respect to the performance of the Services by CFA from and after the date of this Agreement. This Agreement supersedes all prior oral or written agreements and communications between the parties with respect to the subject matter of this Agreement. This Agreement, including without limitation the Services to be provided pursuant to this Agreement, cannot be amended or modified except in a writing signed by authorized representatives of CFA and MAC.
- This Agreement shall be binding upon and for the benefit of CFA, MAC, and their permitted successors and assigns. Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party.
- Nothing contained in this Agreement is intended or shall be construed to confer upon any person any rights, benefits or remedies of any kind or character whatsoever, or to create any obligation of a party to any such person.
- The parties hereby agree that: (i) this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.
- Except for the obligation to make payments, nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing party.
- This Agreement will be governed by and interpreted in accordance with the laws of the State of Minnesota without regard to conflict of laws principles. Any legal dispute related to this Agreement must be brought in the courts of the State of Minnesota.
- The prevailing party in any dispute related to this Agreement, as determined by the court with jurisdiction over the dispute, shall be entitled to recover its reasonable attorneys' fees and costs with respect to such dispute.



- CFA and MAC are independent contractors, and nothing in this Agreement shall be construed as making them partners or creating the relationships of partners, employer and employee, or principal and agent between them, for any purpose whatsoever. Neither party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other party's name or on its behalf.

Thank you for contracting with CFA to provide the Services for MAC. If you find the terms of this Agreement agreeable and acceptable, please sign and promptly return a copy of this Agreement to CFA.

If you have any questions, please let us know. We look forward to working with you and promise our best efforts toward achieving success!



SIGNATURE PAGE

Submitted by:

Liz Jellema
Chief Operating Officer
Creative Fundraising Advisors

Approved by:

Wesley Jessup
Executive Director
Northwest Museum of Arts and Culture

Date:

Date:

ADDRESS FOR NOTICE DELIVERY:

1041 Grand Ave, Suite 225
St. Paul, MN 55105

ADDRESS FOR NOTICE DELIVERY:

2316 West First Avenue
Spokane, WA 99201

This Agreement will expire if not signed and returned by MAC within fifteen (15) business days.

PROPOSAL: CAMPAIGN READINESS AND FEASIBILITY STUDY

NORTHWEST MUSEUM OF ARTS AND CULTURE

Submitted by:

Paul Johnson, Founder and President
917.573.7436
paul.johnson@creativefundraisingadvisors.com

Rob Ruchotzke
563.249.6945
rob.r@creativefundraisingadvisors.com

Date:

August 23, 2024

creativefundraisingadvisors.com





ABOUT CFA

Creative Fundraising Advisors (CFA) provides strategic fundraising counsel and comprehensive philanthropic services to a wide range of nonprofit organizations throughout the United States. CFA prides itself on being a boutique, nimble, full-service consulting firm. We believe every client has its own set of strengths and challenges and deserves its own set of unique solutions. We see little value in offering generic, temporary, cookie-cutter solutions. Our goal is to be your partner throughout the process long-term and to serve as an invaluable member of your advancement team.

We also believe that campaigns are about a big vision and a big idea. And we believe that donors don't give to what you do, they give to why you are doing it. Throughout our process, we will work with you to articulate that vision for your campaign – your "why" – so that you can achieve maximum fundraising success.

CFA's consulting practice focuses on four principal areas within the nonprofit sector: arts & culture, human services, education, and the environment. The core of our work is supporting mission-driven organizations to design, test, plan for, and ultimately execute major fundraising campaigns (including capital, endowment, program expansion, and comprehensive campaigns) that fuel transformative change and allow those organizations we work with to have an even greater impact on the communities they serve. As a company, we value collaboration, transparency, integrity, creativity, and change.

CFA has engaged in several exciting and transformative projects at dynamic institutions throughout the country. These include:

A feasibility study and campaign counsel for **The Music Center of Los Angeles County** (Los Angeles) programmatic expansion and capital campaign; campaign counsel for the \$388 million campaign to build the new **Academy Museum of Motion Pictures** (Los Angeles, CA); campaign planning and implementation counsel for the **North Carolina Museum of Art Foundation** (Raleigh, NC) \$75 million *Reimagining the Possible* campaign; a campaign readiness and feasibility study for the **Briscoe Museum of Western Art** (San Antonio); a campaign readiness study for **Symphony Space** (New York); campaign counsel for **Lincoln Center Theater** (New York); a strategic plan and campaign readiness and feasibility study for the **Wichita Art Museum** (Wichita, KS); a feasibility study and campaign counsel for **The Plains Art Museum** (Fargo, ND); campaign counsel for a \$350 million campaign for **Trinity Park Conservancy** (Dallas, TX) to build *Harold Simmons Park*, fundraising counsel for **The American Craft Council** (Minneapolis); and many others.

A full list of clients may be viewed at: creativefundraisingadvisors.com.



PROJECT UNDERSTANDING

Founded in 1916, the Northwest Museum of Arts and Culture (MAC) is the largest cultural organization in the Inland Northwest, serving more than 100,000 visitors a year. The Museum is a Washington State agency and operates as part of a robust public-private partnership with the MAC Foundation. It is one of Washington State's five Smithsonian affiliates. The Museum preserves and cultivates the heritage of the Inland Northwest and stewards a collection of more than one million objects, including a collection of Plateau Indian art and artifacts that is the largest in the world.

Since 2017, the MAC has been led by Wesley Jessup who, amongst many other achievements, has guided the MAC through a robust strategic planning process that runs from 2022 - 2024. Two of the principal goals of the plan are to grow the endowment, in collaboration with the MAC Foundation, to provide financial sustainability for staffing and programming and to lay the groundwork for a future capital campaign. During a recent engagement with CFA to conduct a development assessment, significant individual donor potential was uncovered through a wealth screening and inclination analysis that, from a data perspective, suggested that a transformative campaign might be achievable. This assessment also revealed a highly productive Development program with suggestions for how to continue growth. The final recommendation of the assessment was to conduct a feasibility study to determine the size, scope, and timing of a major campaign.

The leadership of the MAC is now contemplating a major fundraising campaign that would expand the endowment of the MAC to ensure it can both operate and thrive in a larger facility while raising current use funds to activate programming. This campaign would run in parallel to securing funds from the state capital budget to expand the footprint of the museum, creating exhibition space for the MAC's permanent collection.

The MAC is seeking a partner to assist them in determining the feasibility of a potential campaign. Following is CFA's proposed scope of work to support this process.



SCOPE OF WORK

CFA firmly believes that each client deserves its own approach to determine the feasibility of a campaign. Because of this, CFA has a breadth of strategies to deploy based on a client's unique situation and needs. The CFA Campaign Readiness and Feasibility Study is comprised of the following components:

Internal Campaign Readiness Assessment & Questionnaire

As a first step in the feasibility study process, and using the information and knowledge gained through CFA's 2023 CFA Development Assessment, we will conduct a brief reassessment of the MAC's Development programs but this time through the lens of determining the organization's readiness for launching a campaign. As a central part of this assessment, CFA will conduct a campaign readiness questionnaire with relevant staff, board, leadership, and stakeholders, guiding participants through approximately 20 relevant questions designed to supplement findings from the development assessment. These processes will determine whether the MAC is internally positioned to launch a major campaign and identify necessary preparations if it is determined the MAC is not yet ready.

Developing a Summary of the Case for Support

In concert with the readiness assessment, CFA will develop a Case Summary for the campaign. The importance of a strong vision presented in a compelling case summary cannot be overemphasized as a key tool to engage and lead prospective donors toward a successful campaign result.

The Case Summary is a draft document that articulates the vision driving the campaign, the priorities of the campaign and suggests a campaign goal. It is intentionally designed to stimulate discussion about the organization's plans for the proposed campaign. The document is meant to be a "draft for discussion". The interviewees should know from the beginning that CFA wants their feedback and that their input will ultimately determine the campaign priorities and shape the final Case for Support.

Feasibility Study Interviews

This Feasibility Study guides campaign prospects through a set of carefully crafted questions and will assess donor affinity for the MAC's proposed vision, priorities, and goals. The study will engage your prospects in meaningful conversations about topics that are likely to have the most bearing on the success of the campaign, including:

- Prospects' connection to the MAC and their impression of your current work and mission;
- Prospects' level of enthusiasm for the proposed case and a ranking of campaign priorities;
- Prospects' confidence level in achieving the campaign goal amount and timing of the campaign;
- A general conversation about the interviewees' potential level of campaign participation and the factors influencing that decision;
- The prospects' interest in naming opportunities presented as part of the campaign;
- The prospects' level of enthusiasm for the current institutional leadership (both professional and volunteer);
- Name-gathering for who might be the most effective chairs for the campaign and



members of the Campaign Committee;

- Other philanthropic priorities the donor prospects may have.

CFA expects to interview 45-50 campaign prospects who represent a wide variety of individuals with philanthropic history with the MAC. The interviews are confidential and would include major donors, institutional partners, long-time annual giving donors, newly identified major gift prospects, planned giving prospects, and others as deemed necessary by the MAC.

The interviews last between 30-60 minutes and can happen at a location of the prospects' choosing, either in person or online (on platforms such as Zoom, Microsoft Teams, or Skype).

Focus Groups

Because CFA believes that campaigns should be looked at through both a lens of those who can provide transformational gifts, but also those for whom the campaign would have the greatest impact, in addition to and following the one-on-one interviews, CFA will also conduct a series of focus groups with various MAC donor constituencies. These groups could include Annual Fund donors, members, gala table and ticket purchasers, institutional funders, and/or other donor groups. The purpose of these focus groups is to both test the big ideas that are proposed in the case for the campaign in a more general way, and to get a better sense of how the MAC is perceived by its philanthropic community. These focus groups are a good barometer of the enthusiasm for the MAC, a gauge of civic pride for the organization, and will give us a sense of the health of the fundraising programs, the effectiveness of stewardship activities, and to get a better understanding of what motivates donors to support the MAC.

Interim Report

Organizations are eager to learn how the proposed campaign is received in the community. Because the interview process can be somewhat protracted, mostly due to the availability of the interviewees, CFA will provide an interim report when approximately half of the interviews are completed. The interim report includes a status update on interviews, emerging themes from conversations, and interim recommendations based on early analysis and interview results.

Final Report

The final step of the Feasibility Study is to share the findings and recommendations with institutional leadership. The report will be presented to the Feasibility Study Task Force, the Board, and key staff, and will include the following deliverables:

- A comprehensive potential campaign yield analysis based on donor data analytics;
- A thorough assessment of the MAC's internal campaign readiness and recommendations for the internal capacity that will be needed (including staffing, systems, and volunteer support) that will be needed to support the campaign and to ensure MAC is "campaign ready";
- Topline impressions of the MAC and the proposed campaign priorities held by the MAC's best prospects;
- Identification of the top 10 (most likely and most significant) financial gifts among those interviewed;
- A recommendation for the most effective way to position the Case for Support;
- A recommendation for a working campaign goal and an associated range-of-gifts table;
- A recommendation for how the campaign should be organized in terms of key volunteer leadership and steps for recruitment;



- An assessment of other major campaigns either being planned or conducted in the community that would impact the MAC's constituency and how those campaigns might impact a potential campaign for the MAC;
- Should a campaign be recommended, identifying the next steps that the MAC needs to take to ensure effective campaign planning prior to the launch of a "quiet phase";
- A timeline of key activities for a "quiet phase" and an overall timeline for the campaign (including potential campaign phasing);
- Recommendations for any other next steps based on study findings.

Feasibility Study Task Force

We recommend the MAC form a small sub-committee of the Board (and possibly select campaign prospects) to oversee our work throughout the process. The committee approves the work plan, the draft Case Summary, the list of individuals who are being invited to participate in the study, and the communications with those individuals. The committee will meet four times during the process: a start-up meeting at the beginning of the study, a meeting to approve study materials, approximately half-way through the study to hear the interim report, and to hear the full report before it is presented to the Board of Directors.

Given the intensity of the project and the potential for its impact on the Board, we believe this kind of engagement and accountability is important. Furthermore, the decision to move forward with a campaign ultimately rests with the Board. It will be important to their decision-making process that there are members who have been engaged throughout the study. Finally, the committee can serve as an important vehicle for cultivating key campaign prospects.

DELIVERABLES

At the conclusion of the Feasibility Study process, the MAC can expect the following deliverables:

- Updated donor analysis report with campaign potential from individuals;
- MAC donor data file with customized inclination scores;
- Interim report with early findings and interim recommendations;
- Recommendations for how to position the Case for Support;
- Illustrative range-of-gifts table based on the tested campaign;
- If applicable, list of identified campaign competition;
- List of identified volunteer campaign leadership.
- Final report that includes recommendations for campaign size, scope, and scale based on interviewee response, feedback from focus groups and surveys, and donor analysis.

STAFFING

This project will be led by President Paul Johnson. Working with Paul will be Senior Consultant Rob Ruchotzke. Supporting Paul and Rob will be Senior Manager of Data Solutions Dan Alberti, and a member of CFA's Project Management team. Background on CFA team members is attached.



TIMELINE

CFA anticipates the proposed scope of work will take approximately five (5) months to complete. The anticipated timeline for the scope of work is as follows:

September

- Project launch
- Creation of the Feasibility Study Task Force and orientation meeting
- Internal campaign readiness assessment
- Development of the summary of the Case for Support

October-November

- Second meeting of the Feasibility Study Task Force
- Interviews begin

December

- Interim Report (third meeting of the Feasibility Study Task Force)
- Complete Interviews
- Focus Groups

January

- Final meeting of the Feasibility Study Task Force
- Final Report

The anticipated timeline is dependent on the MAC's timely response to and delivery of data and information as requested by CFA.

FEES & EXPENSES

The fee for executing the scope of work as proposed above is \$50,000, paid in equal installments of \$12,500 each.

CFA will also bill the MAC for all necessary expenses related to CFA's delivery of the Services, including airfare, hotel, transportation, parking, mileage, and related meals.

It is CFA's experience that the flat fee model (as opposed to the billable hours model) is more suitable for the client institution. Under the billable hours pay structure, it can be stressful for organizations to locate additional budgetary resources if unforeseen circumstances require more hours beyond the time originally anticipated to reach goals and objectives.



PROJECT TEAM

Paul Johnson

President & Founder

As a seasoned fundraising professional, Paul has over 30 years of experience working at institutions both large and small in a variety of communities throughout the United States.

In 2015, Paul formed Creative Fundraising Advisors. His current and past clients include the Academy Museum of Motion Pictures, St. John's College (Annapolis, MD and Santa Fe, NM), the School of Advanced Research (Santa Fe, NM), the Portland Museum of Art (Maine), the Milwaukee Art Museum, Philadelphia Contemporary, the Natural History Museum of Los Angeles County, the Briscoe Western Art Museum, the Guthrie Theater, the American Craft Council, the Playwrights' Center, Minnehaha Academy, Hiawatha Academies, and New Mexico School of the Arts.

Prior to forming CFA, Paul was a Partner with the Atlanta-based fundraising consulting firm Alexander Haas, where he was a Senior Consultant within their Arts & Culture practice group. While with the firm, Paul worked with a number of clients who were at various stages of transformational change. Notable clients included the Museum of Contemporary Art San Diego; The Mabee Gerrer Museum of Art in Shawnee, OK; The Tres Centurias Foundation in San Antonio, TX; The Vero Beach Museum of Art in Vero Beach, FL; and the Redwood Library and Athenaeum in Newport, RI; and the Eric Carle Museum of Picture Book Art in Amherst, MA.

Paul was Deputy Director at the Brooklyn Museum where, amongst other responsibilities, he oversaw Development and Membership. He has also held senior Development positions at the Museum of Fine Arts, Houston; the San Francisco Museum of Modern Art; and the Museum of Contemporary Art in Los Angeles. Additionally, Paul spent a year consulting the Getty Trust in Los Angeles on their multi-year, multi-institutional, highly acclaimed project *Pacific Standard Time: Art in LA from 1945 – 1980*.

Paul has also worked in the development offices of New York University School of Medicine, Columbia University, Oberlin College, and the Minnesota Orchestra with wide-ranging responsibilities including principal gifts fundraising, planned giving, corporate sponsorship management, special event management, and grant writing.

In addition to Pacific Standard Time, highlights of Paul's museum career include securing funding to name the Contemporary Art galleries at the Brooklyn Museum; establishing the first department of Arts of the Islamic World at the MFAH (the first of its kind in the Southern United States), the completion of the capital campaign to build the Kilroy Visitor and Education Center at Bayou Bend (a part of the Museum of Fine Arts, Houston); securing major individual and institutional support for dozens of exhibitions that have been seen by millions of museum visitors; and raising funds to acquire hundreds of objects for museum collections. Additionally, at Columbia University, he led the campaigns to create the first-ever endowed chair in the United States in Modern Arab Studies (named for Professor Edward Said) and the first-ever Center for the Study of Energy Policy.

He is former President of and an active member of the Art Museum Development Association and formerly on the DAM committee of the American Alliance of Museums. He is a former



member of the Board of Trustees of the New York Academy of Art. He currently serves on the Board of Directors for Cantus, a full-time men's vocal ensemble based in Minneapolis.

A native of St. Paul, Minnesota, he holds a Bachelor of Music degree from St. Olaf College in Northfield, Minnesota, and a Master of Music degree from the University of Southern California.

Rob Ruchotzke

Senior Consultant

As a Senior Consultant with CFA, Rob focuses on providing annual giving strategy, development assessments, campaign feasibility studies and campaign counsel. Rob uses his past annual giving experience and passion for building relationships to find the right solution for CFA's partners.

Rob comes to CFA with more than nine years of annual giving experience in higher education and university organizations. His career began at Ruffalo Noel Levitz as a Project Center Manager (PCM) for Missouri S&T. In that role, Rob supervised student fundraisers and became a PCM trainer and mentor. Then, he joined the Missouri S&T Advancement team as an Annual Giving Officer, managing his own portfolio of donors and assisting with multi-channel mass donor outreach.

Most recently, Rob served as the Director of Annual Giving at Wartburg College and then at his alma mater, the University of Northern Iowa (UNI). As Director of Annual Giving, Rob led multi-channel campaigns, developed crowdfunding platforms, served as the primary contact for annual giving vendors, redesigned giving forms for ease of use, supported annual giving staff leading the student engagement center outreach and served as the lead for UNI's Day of Giving strategy. Originally from Camanche, Iowa, Rob holds a BA in Public Relations from UNI. He currently resides in Cedar Falls, Iowa, enjoying virtual meeting appearances from his cat Loki and participating in any outdoor activity.

Dan Alberti

Senior Manager of Data Solutions

Dan comes to CFA with over 15 years of experience in nonprofit management, community engagement, and corporate social responsibility.

As Senior Manager of Data Solutions, Dan leads all data analysis components of CFA projects and collaborates with Stephanie Brouwer, Senior Manager of Prospect Development, on assessing the specific data needs of each CFA client. Dan enjoys taking the complicated and making it simple, and showing how anyone can use data in their work.

Most recently, Dan served as Director of Impact Analytics at City Year Chicago, where he developed data strategies, analyzed student performance data, and trained young adults in how to read and utilize data.

Dan began his nonprofit career after serving in AmeriCorps*NCCC during Hurricane Katrina recovery efforts. After moving to Chicago, he started working for Chicago Cares as Director of the Corporate Volunteer Program, where he consulted with corporate partners on community



engagement and employee engagement programs while overseeing Serve-a-thon, Chicago's largest day of service. Since then, Dan's career has given him the ability to work in a wide variety of areas such as education, environment, food security, veteran services, economic development, arts, and community services.

Dan earned his MPA from University of Illinois at Chicago with a focus in public policy and data analysis. His graduate research included statistical methodology to analyze property assessment data and measuring effective urban policies.

Dan pulls a diverse skill set and takes a multidisciplinary approach to any challenge. Dan has been an axe-throwing coach, private investigator, high school counselor, karaoke DJ, plumbing apprentice, community affairs in professional baseball, and amateur woodworker. He lives in Chicago with his wife, son and dog, Bones.

July 23, 2024

Resolution for consideration by the Board of Trustees

Be it resolved that all checks from **Banner Bank account number 11506006315**, are required to have signatures of two signers. Be it further resolved that a Trustee/Officer must sign any check with an amount greater than \$10,000.

Be it resolved, that the Board of Trustees appoint the following members and/or officers of the board (with the exception of the Treasurer) as signatories to **Banner Bank account number 11506006315**.

F. Velázquez, MD

Laurie Arnold

Greg Hesler

Jason Brown

Be it further resolved that the Board of Trustees appoint the following staff as signatories on **Banner Bank account number 11506006315**.

Wesley Jessup, Executive Director

Robert Worstell, Education Director

Marit Fischer, Marketing Director

Kayla Tackett, Exhibitions & Collections Director

Carol Summers, Special Projects Director

Renee Webber, Chief Operating Officer

Rationale:

The Museum updates its check and financial instrument signing authorities to accommodate changes in personnel and officers of the Board. Our banks require a formal Board approved resolution and a copy of minutes. The number of signatories on checks and the restriction requiring a Trustee to sign checks over a particular amount are current policies that are ratified annually.

Frank Velasquez, President

Eastern Washington State Historical Society
Board of Trustees

Sharon K.J. Cathcart, D.O., FACOOG

College: St. Olaf College. Northfield, MN. BA chemistry. 1976-80

Med School: Chicago College of Osteopathic Medicine. Chicago, IL. 1980-84

Internship: Doctors Hospital. Columbus, OH. Rotating internship. 1984-85

Residency: Doctors Hospital. Columbus, OH. Obstetrics & Gynecology. 1985-89

Board Certified: Obstetrics & Gynecology. ABOOG April, 1994

Employment: Medical West. Chicopee, MA. Staff physician at Baystate Medical Center,

Springfield, MA. 1989-90

North Spokane Women's Health.

235 E. Rowan Ave. Suite 102, Spokane, WA.

9/90 – 1/2021

Medical Response Team for Spokane Health Dept, 3/2021 – present

Elder of Fellowship Committee, Northwood Presbyterian, 9/21 to present

Volunteer at NW MAC, Campbell House docent, School tours, Create Space, 3/21 – present

National Interpreters Association Certificate (NAI), Sept 2024

Chairman of OB/Gyne Dept at Holy Family Hospital. 1996-1998, 2006-2008

Board member of Spokane County Health STD Coalition. 2008 – 2010

Associations: American Osteopathic Association

Washington Osteopathic Medical Association

Washington State Medical Association

Spokane Medical Society

American College of Osteopathic Obstetricians & Gynecologists

PATRICIA DAHMEN

Business Owner

pdahmenray@comcast.net

509.979.1899

SUMMARY

Business owner for over 38 years. Proven experience in leadership/ management and operations. Proven volunteer non-profit leadership experience, fund-raising abilities, strong communication skills and ability to build consensus.

PROFESSIONAL EXPERIENCE

Dahmen & Dahmen d/b/a VIP Estate Sales. 2019 to Present

Business Founder/partner. Specializing in assisting families transition to a new phase in their lives by performing estate sales to liquidify material assets. Provide estate evaluation service for divorce and probate accounting.

- Reconcile all accounts
- Prepare all statements for clients
- Prepare and submit all tax returns

d/b/a Dahmen Honey Farms – 2007 to Present

Ray's Demolition 1987 to 2019

President & Co-Owner. Full-service demolition company as well as interior demolition specialist servicing Spokane since 1961.

- Financial acumen, provide prepared reports for accountant review and submission
- Weekly payroll
- Public/community relations and experience as a spokesman.
- Insurance due diligence
- Contract preparation

Early Career: Economic Development Council 1980 – 1987

Office Manager. Data collection for marketing Spokane area to outside businesses

NON-PROFIT EXPERIENCE

MAC FOUNDATION 10/2017 to Present

Secretary – 2020-2022

Nominating Committee Chair – 2019

Financial Committee – 2023 to Present

IDOC Committee – 2022-23

KSPS Public TV 2013 – 2019

Board Chair -- 2015-2019

Inland Northwest Community Foundation 2004 - 2012

Board Chair 2010-2012

Vice Chair

Secretary

Grants/Distribution Committee

Scholarship committee

Executive Women International 1988 to Present

Corporate Experience: International Board Chair 2001-02

Corporate Business/Career/Development Program Chair

Chartering Chair

Global Expansion Chair

Spokane Chapter Experience: President 1994

Ways & Means Chair

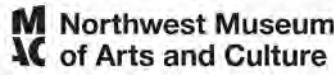
Scholarship Chair/Endowment Founder

Spokane Symphony Associates:

Secretary

Co-Chair Christmas Tree Elegance –currently a \$450k event

Co-creator Upscale Sale – currently a \$75k event



Exhibition Loan Agreement

Exhibition: *The Evolution of the Japanese Sword*

Borrower:	Eastern Washington State Historical Society, dba The Northwest Museum of Arts & Culture 2316 West First Avenue Spokane, WA 99201	Organizer:	Jidai Arts, Inc. 2088 S. Atlantic Blvd., #338 Monterey Park, CA 91754
Contact:	Kayla Tackett	Contact:	Darin Furukawa
Phone:	509-363-5338	Phone:	323-541-8281
Email:	kayla.tackett@northwestmuseum.org	Email:	darin@jidaiarts.com

Borrower agrees to license the Exhibition from Organizer as follows.

In consideration of the mutual promises and obligations contained herein, the undersigned:

Jidai Arts, Inc.

and

Eastern Washington State Historical Society, dba the Northwest Museum of Arts and Culture

agree as follows:

1. General Terms

The Organizer will lend to the Borrower the Object(s) on the attached Exhibit B (hereafter referred to as the "Exhibition") and associated components of the exhibition for a display entitled ***The Evolution of the Japanese Sword***. Object(s) shall not be added or deleted from the Exhibition without the advance written approval of the Organizer. The Organizer reserves the right to remove Object(s) from the Exhibition while it is in circulation if, in the Organizer's judgment, its condition requires it.

2. Terms of Loan

The Borrower will arrange shipment of the Exhibition to and from the Borrower's facility in coordination with the Organizer. The Exhibition will arrive at the Borrower's facility no later than January 8, 2025.
The Exhibition will be displayed to the general public from **January 18, 2025 to May 4, 2025**.

3. Shipping and Crating

Crating will be arranged by the Organizer. Shipping arrangements for the Exhibition will be made by the Organizer, in coordination with the Borrower. Shipping and crating expenses are included in the exhibition fee ("Exhibition Fee") paid by the Borrower to the Organizer.

4. Third Party Organizers

Exhibition consists of material borrowed from multiple third-party sources; Organizer has established binding agreements with the legal owners of this material. Organizer will communicate with the Borrower any special terms and conditions honoring these agreements. Organizer assumes

responsibility for all communication and interaction with third party lenders in order to uphold the terms of original agreement.

4. Security and Care of Object(s)

The Borrower will be responsible for the security of the Object(s) from delivery to their facility, during storage on Borrower's premises, unpacking/repacking, installation and exhibition, and must take all appropriate and prudent measures to protect the Object(s) and keep them secure while in their possession. Specifically, the Borrower agrees to abide by the security, staff, and environmental conditions specified in Exhibit A.

5. Condition Reports

Each of the Object(s) included in the Exhibition will be accompanied by a condition report. The Borrower will ensure that the condition reports are annotated as appropriate and signed by an authorized representative upon unpacking and repacking on Borrower's premises. The Borrower will ensure that the condition reports travel with the Object(s) at the conclusion of the Exhibition, that the Object(s) are checked regularly for condition while in Borrower's possession, and that any significant change in the condition of an Object while in the possession of the Borrower is noted on the report and is reported immediately to the Organizer.

6. Procedure in the Event of Loss or Damage

Damage, or other problems of condition or environment, whether in transit to or on Borrower's premises, regardless of who may be responsible, must be photographed for reporting purposes, and reported to the Organizer immediately by telephone or email, followed promptly by written communication to the Organizer. Phone: 323-791-6733. Email: mike@jidaiarts.com.

Should damage occur during transit, both the carrier and the Organizer must be notified at once and all packing material must be saved until the carrier and their agent have exercised their right to inspect it.

No conservation or repair work may be performed without the advance written permission of the Organizer, which shall first consult with the insurer(s) of the Object(s).

7. Insurance

The Organizer will arrange and pay for insurance coverage for the Objects in transit to and from the Borrower's premises. The Borrower will arrange and pay for all risk fine arts insurance coverage on the Object(s) against all risks of physical loss or damage from external causes while on Borrower's premises. Organizer will provide Borrower with valuations for each Object for insurance purposes. The Borrower will provide a certificate of insurance to the Organizer prior to the delivery of the Object(s) to the Borrower.

The Organizer agrees to maintain insurance coverage sufficient to cover any legal liability arising out of this agreement ("Agreement"), including but not limited to: installation and de-installation of exhibition. The intent of the required insurance is to protect the State and the Borrower should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional acts, errors or omissions of the Organizer while performing under the terms of the Agreement. ~~In the event that services delivered pursuant to this Contract involve the use of vehicles, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.~~

8. Photography

The Organizer authorizes Borrower to use, duplicate, and distribute photographs solely to promote and publicize the Exhibition upon execution of this Agreement and through the term of the loan, provided that credit and any required copyright or other language provided by the Organizer is included. Borrower may use, duplicate, and distribute photographs for archival and other non-commercial educational purposes connected with the Exhibition in perpetuity, subject to the same requirements for crediting as for promotion and publicity.

Photography, filming, and video-taping of the Exhibition by the media is permitted, provided it is for publicity purposes only, and provided it takes place only while under the direct supervision of, and in the presence of, Borrower's qualified staff and in accordance with such conditions and restrictions as the Organizer may specify. No reproductions of the Object(s), films, or videotapes of the Exhibition may be distributed commercially or offered for sale, without prior written approval from the Organizer.

Guests to the Exhibition may photograph works in the Exhibition for personal, noncommercial use. Flash photography, tripods, monopods (including selfie sticks), and other photographic equipment are not permitted inside the Exhibition galleries.

9. Publicity

Borrower will follow guidelines provided by Organizer for preparing materials for publicity and marketing. Organizer will provide ~~up to~~ five (5) to seven (7) high resolution image files for Borrower to use in advertising and publicity, along with caption and credit information.

10. Exhibition Documentation

Borrower will provide the Organizer with general attendance figures during the run of the Exhibition within 30 days of the close of the Exhibition.

Borrower will send the Organizer copies of all press releases and press coverage of the Exhibition while at Borrower's venue within 30 days of the close of the Exhibition.

Borrower will send digital images of the completed installation to the Organizer.

11. Gallery Text, Gallery Design, and Graphic Design

Organizer will provide via e-mail digital files for labels and didactics, including gallery wall didactics, which will be used by Borrower to produce its own object and introductory/explanatory text labels in its preferred format. The content of the texts may be altered by Borrower with written permission from Organizer, which will not be unreasonably withheld.

Organizer will prepare the Exhibition's gallery design in coordination with Borrower, noting the use of Borrower's existing inventory of cases, pedestals, and vitrines and/or any new fabrication of such necessitated by the gallery design. If new fabrication is required, Organizer will provide Borrower with the necessary dimensions and any other relevant specifications for fabrication. Organizer will choose gallery paint colors in coordination with Borrower, subject to Borrower's final approval. Borrower is wholly responsible for the fabrication, painting, and all other gallery preparation and mounting needs for the Exhibition.

Organizer will also prepare the Exhibition's graphic design, subject to Borrower's final approval, including: object labels, extended labels, section didactics, and title treatment for use on gallery walls and in digital and print media. Organizer will provide Borrower with all information and design elements (such as color codes, typefaces and fonts, vector files, etc.) necessary to adapt the Exhibition's graphic

design for various needs and formats, such as advertisements, banners, posters, rack cards, invitations, etc. Organizer will work with Borrower's staff to determine the format and size needed for such elements.

12. Credit Line

The official credit line to be used in all publicity releases, invitations, announcements, brochures, credit panel at the entrance to the Exhibition and other printed material, is the following:

Jidai Arts

13. Financial Arrangements

The Borrower will pay the Organizer an Exhibition Fee of \$40,000 USD (forty thousand US dollars).

Such payment will be made in installments and upon the completion of deliverables as follows:

- Upon electronic delivery of final object list and Borrower's physical receipt of first set of artifacts, which shall consist of the sword-making kit (September 5, 2024): Fifteen Thousand Dollars (\$15,000.00)
- Upon completion, review, and edits of didactics and object descriptions (November 15, 2024): Ten Thousand Dollars (\$10,000.00)
- Upon completion of installation (estimated January 2025): Fifteen Thousand Dollars (\$15,000.00)

The Exhibition Fee includes the cost of shipping and crating of the Objects. The Exhibition Fee does not include the cost of travel for Organizer's staff.

Borrower will pay travel expenses related to the Exhibition for two (2) members of Organizer's staff upon approval by Borrower, either directly or via reimbursement, including airfare (economy or coach class only), ground transportation, lodging, and per diem. Borrower will pay for these travel costs at the current state travel reimbursement rates as provided for by the Washington State Office of Financial Management Accounting Rules (see Section 10 – Travel – of the State Administrative and Accounting Manual). Organizer staff travel will be required for Exhibition installation and deinstallation. Additional Organizer staff travel may be requested for participation in Exhibition opening events and/or additional programming scheduled between the Exhibition's opening and closing dates. Such participation in additional events and/or programming shall be subject to a separate fee and a separate agreement. Exhibition installation requiring Organizer's staff is expected to require 6 days. Exhibition deinstallation requiring Organizer's staff is expected to require 5 days.

Additionally, Borrower is responsible for all local costs incurred in presenting the Exhibition, including, but not limited to, promotion, publicity, previews, unpacking and packing the Objects on the Borrower's premises, installation costs, educational programs, entertainment, and receptions.

Organizer agrees that Organizer is responsible for any and all taxes due as a result of these payments.

14. Coordinating Responsibility

Except as may be otherwise directed in writing by the Organizer, only the Organizer or their designated representative is authorized to speak and act for the Organizer regarding the interpretation of this agreement.

Except as otherwise directed in writing by the Borrower, only the Executive Director and Director of Exhibitions and Collections are authorized to speak and act for the Borrower regarding the interpretation of this agreement. Borrower's Executive Director is Wesley Jessup: email: wesley.jessup@northwestmuseum.org; telephone: 509-363-5308. Borrower's Director of Exhibitions

Commented [KT1]: Would you like me to remove the sword making kit for this deliverable, or just change the estimated date to October?

and Collections is Kayla Tackett; email: kayla.tackett@northwestmuseum.org; telephone: 509-363-5338.

The persons currently working for each party for the purpose of implementing this agreement shall be:

ORGANIZER	BORROWER
Finance: Michael Yamasaki	Finance: Francis Langston
Click or tap 323-791-6733 here to enter mike@jidaiarts.com text.	509-363-5326 Francis.langston@northwestmuseum.org
Registration: Michael Yamasaki	Registration: Natalie Wadle
Click or tap 323-791-6733 here to enter mike@jidaiarts.com text.	509-363-5318 natalie.wadle@northwestmuseum.org
Curatorial: Darin Furukawa	Curatorial: Kayla Tackett
Click or tap 323-541-8281 here to enter darin@jidaiarts.com text.	509-363-5338 kayla.tackett@northwestmuseum.org

15. Cancellation and Force Majeure

In the event the Borrower determines upon reasonable cause that it is inadvisable to continue with the Exhibition, it shall have the right to cancel this agreement at any time during its term. In such event, the Borrower shall duly notify the Organizer promptly of the cancellation and the reason therefore and will forfeit all payments made to Organizer as of the date of notification. Any storage ~~or other extraordinary~~ charges incurred by the Organizer as a result of cancellation by the Borrower will be charged to Borrower. If the Organizer should cancel the Exhibition for any reason, the Organizer shall return all fees the Borrower has paid up until the date of Organizer's cancellation.

If the performance of any part of this Agreement by either party is prevented, hindered, delayed, or otherwise made impracticable by reason of any flood, riot, labor strikes, fire, war or acts of terrorism, acts of public authorities, delay or defaults caused by public carriers, or earthquakes, storms, floods, or other casualty, or any other substantially similar causes beyond the control of either party, that party shall be excused from such performance to the extent that it is prevented, hindered, or delayed by such causes; provided, however, that the party whose performance is delayed or prevented gives the other party written notice thereof within five (5) business days of any such event or occurrence and exercises its best reasonable efforts to resume performance as soon as possible.

16. NONDISCRIMINATION

- a. Nondiscrimination Requirement: During the term of this Contract, Organizer, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Organizer, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Organizer, or subcontractor, has a collective bargaining or other agreement.
- b. Obligation to Cooperate: Organizer, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Organizer, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

- c. Default: Notwithstanding any provision to the contrary, Borrower may suspend Organizer, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Borrower receives notification that Organizer, including any subcontractor, is cooperating with the investigating state agency. In the event Organizer, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Borrower may terminate this Contract in whole or in part, and Organizer, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Organizer or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- d. Remedies for Breach: Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, CONTRACTOROrganizer, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. SOCIETYBorrower shall have the right to deduct from any monies due to CONTRACTOROrganizer or subcontractor, or that thereafter become due, an amount for damages CONTRACTOROrganizer or subcontractor will owe SOCIETYBorrower for default under this provision.

17. Governing Law

This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Washington, without regard to its conflict of laws rules.

187. Modification of the Exhibition Agreement

This~~a~~Agreement constitutes the entire Exhibition Agreement between the Organizer and the Borrower concerning this Exhibition, and supersedes all other prior agreements, understandings, or arrangements, oral or written, express or implied, between the Organizer and the Borrower with respect to the subject matter of the Exhibition Agreement. Any modification or supplement to the Agreement must be in writing and signed by both parties.

This agreement shall be considered executed as of the date that the last party signs it.

AGREED:

Organizer

Borrower

By:_____

By:_____

Title:_____

Title:_____

Date:_____

Date:_____

Exhibit A: Terms and Conditions of Loan

1. Shipping, Packing, Acclimatization, Transportation, and Storage

General: Borrower will follow requirements provided by Organizer regarding packing, unpacking, transportation, handling, and display of the Exhibition. Borrower will deploy only trained personnel to handle the Exhibition. Borrower will not expose Exhibition or Exhibition crates (empty or full) to precipitation during transportation or staging.

Shipper Selection: Organizer reserves the right, subject to agreement by Borrower which will not be unduly withheld, to select the shipper and specify the method for packing and shipping the exhibition.

Shipping Cost: Organizer will be responsible for the cost of door-to-door outbound and inbound shipping of Exhibition.

Storage: Borrower will store all empty transportation materials in a fully enclosed indoor space that is secure, dry, climate controlled, and pest free at all times.

2. Care, Conservation, Fire, Security, and Ongoing Maintenance

General: Borrower will exercise safe and prudent care with respect to the Exhibition and its contents. Borrower agrees to protect the Exhibition against fire, fluctuating environmental conditions, excessive light levels, insects, vermin, loss, damage, and deterioration. Borrower agrees to ban all food and drink from the Exhibition gallery and other areas where ~~Exhibit~~~~Exhibition~~ is moved, stored, installed, or kept during the installation, de-installation, or presentation of the Exhibition.

All items must fit into secure cases or be protected by stanchions. Exhibition design must prevent visitors from touching all objects.

The Object(s) must not be cleaned, repaired, or altered in any way without written permission from the Organizer.

Facility Report: Borrower will submit a Facility Report to the Organizer for review thirty (30) days prior to Exhibition opening at Borrower's facility.

Environmental Conditions: Borrower agrees to maintain the temperature in the gallery and any other spaces used for installation or de-installation at 65-75°F / 18-24°C with a variance of no more than 5°F within 24 hours for 24 hours/day, from arrival to departure of the Exhibition. Relative humidity in these areas should not exceed 55%. Borrower will ensure that the Exhibition gallery is not exposed to natural sunlight. The Object(s) must not be subjected to display lighting in excess of 5-10 footcandles and as prescribed by Organizer. Lights in gallery should be on only during visiting hours. Borrower agrees to monitor environmental conditions on a weekly basis for the duration of the loan period and will notify Organizer within twenty-four (24) hours in the event that Borrower is unable to maintain the specified environmental conditions.

Fire Safety: The Exhibition must be installed in an exhibition gallery equipped with fire detection and suppression. Borrower will take all fire and public safety precautions required by law or local ordinance applicable to Facility's location and will be responsible for the cost resulting from any modifications, should they be required. Borrower may make changes to the Exhibition subject to Organizer approval and at Borrower's expense.

Security and Electronic Systems: Borrower's gallery will have controlled access and all emergency egress doors leading to areas outside Borrower's Facility must be locked on the exterior side and electronically alarmed. Borrower will provide security for the Exhibition from the moment it is received and during all phases of storage (if any), unloading, unpacking, installation, display, de-installation, repacking, and loading. Borrower's exhibition gallery will be equipped with electronic security cameras that must provide fifteen (15) days of recordings. Security devices in the Exhibition gallery (including cameras, alarms, and other access controls) must be operational during both public and non-public viewing hours. Borrower's security system should be monitored by on-site personnel as available. If there is a failure in Borrower's electronic systems, Borrower agrees to provide an adequate number of staff to monitor the Exhibition gallery until electronic systems are fully operational.

Security requirements: include a single use locked space with a guard or attendant on duty during the hours the exhibition is open to the public, an electronic alarm system in operation when the exhibit is closed to the public or a night watchman/guard if there is no alarm system, and a fire alarm system.

1. During the installation and deinstallation of the Exhibition, galleries where Objects are located must have access limited to those staff immediately involved; the area must be locked and secured when staff are not working.
2. The Objects must be handled by packers and/or object handlers specially trained to handle works of art and/or historic objects, under the direct supervision, and in the presence of, a member of the Borrower's professional staff.
3. Objects lent by the Organizer may not be lent to a third party or moved to another exhibition location without prior written authorization from the Organizer.